

Electronically Recorded

Official Public Records

Tarrant County Texas

3/3/2010 3:06 PM

D210047327

AAPL FORMS 1980

PGS 16 \$76.00

L051923

MODEL FORM RECORDING SUPPLEMENT TO
OPERATING AGREEMENT AND FINANCING STATEMENTElectronically Recorded
Chesapeake Operating, Inc.

COLBY UNIT

J. O'Daniels Survey, A-1186, M.E.P. & P RR Co., A-1140 and A-1125, and J. Balch Survey, A-83
Tarrant County, Texas

THIS AGREEMENT, entered into by and between Chesapeake Exploration, L.L.C., hereinafter referred to as "Operator," and Total E&P USA Inc., the signatory party or parties other than Operator, hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A" (said land, Leases and Interests being hereinafter called the "Contract Area"), and in any instance in which the Leases or Interests of a party are not of record, the record owner and the party hereto that owns the interest or rights therein are reflected on Exhibit "A";

WHEREAS, the parties hereto have executed an Operating Agreement dated January 25, 2010 (herein the "Operating Agreement"), covering the Contract Area for the purpose of exploring and developing such lands, Leases and Interests for Oil and Gas; and

WHEREAS, the parties hereto have executed this agreement for the purpose of imparting notice to all persons of the rights and obligations of the parties under the Operating Agreement and for the further purpose of perfecting those rights capable of perfection.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the parties hereto, it is agreed as follows:

1. This agreement supplements the Operating Agreement, which Agreement in its entirety is incorporated herein by reference, and all terms used herein shall have the meaning ascribed to them in the Operating Agreement.
2. The parties do hereby agree that:
 - A. The Oil and Gas Leases and/or Oil and Gas Interests of the parties comprising the Contract Area shall be subject to and burdened with the terms and provisions of this agreement and the Operating Agreement, and the parties do hereby commit such Leases and Interests to the performance thereof.
 - B. The exploration and development of the Contract Area for Oil and Gas shall be governed by the terms and provisions of the Operating Agreement, as supplemented by this agreement.
 - C. All costs and liabilities incurred in operations under this agreement and the Operating Agreement shall be borne and paid, and all equipment and materials acquired in operations on the Contract Area shall be owned, by the parties hereto, as provided in the Operating Agreement.
 - D. Regardless of the record title ownership to the Oil and Gas Leases and/or Oil and Gas Interests identified on Exhibit "A," all production of Oil and Gas from the Contract Area shall be owned by the parties as provided in the Operating Agreement; provided nothing contained in this agreement shall be deemed an assignment or cross-assignment of interests covered hereby.
 - E. Each party shall pay or deliver, or cause to be paid or delivered, all burdens on its share of the production from the Contract Area as provided in the Operating Agreement.
 - F. An overriding royalty, production payment, net profits interest or other burden payable out of production hereafter created, assignments of production given as security for the payment of money and those overriding royalties, production payments and other burdens payable out of production heretofore created and defined as Subsequently Created Interests in the Operating Agreement shall be (i) borne solely by the party whose interest is burdened therewith, (ii) subject to suspension if a party is required to assign or relinquish to another party an interest which is subject to such burden, and (iii) subject to the lien and security interest hereinafter provided if the party subject to such burden fails to pay its share of expenses chargeable hereunder and under the Operating Agreement, all upon the terms and provisions and in the times and manner provided by the Operating Agreement.
 - G. The Oil and Gas Leases and/or Oil and Gas Interests which are subject hereto may not be assigned or transferred except in accordance with those terms, provisions and restrictions in the Operating Agreement regulating such transfers.

This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, devisees, legal representatives, and assigns, and the terms hereof shall be deemed to run with the leases or interests included within the lease Contract Area.

- H. The parties shall have the right to acquire an interest in renewal, extension and replacement leases, leases proposed to be surrendered, wells proposed to be abandoned, and interests to be relinquished as a result of non-participation in subsequent operations, all in accordance with the terms and provisions of the Operating Agreement.
- I. The rights and obligations of the parties and the adjustment of interests among them in the event of a failure or loss of title, each party's right to propose operations, obligations with respect to participation in operations on the Contract Area and the consequences of a failure to participate in operations, the rights and obligations of the parties regarding the marketing of production, and the rights and remedies of the parties for failure to comply with financial obligations shall be as provided in the Operating Agreement.
- J. Each party's interest under this agreement and under the Operating Agreement shall be subject to relinquishment for its failure to participate in subsequent operations and each party's share of production and costs shall be reallocated on the basis of such relinquishment, all upon the terms and provisions provided in the Operating Agreement.
- K. All other matters with respect to exploration and development of the Contract Area and the ownership and transfer of the Oil and Gas Leases and/or Oil and Gas Interest therein shall be governed by the terms and provisions of the Operating Agreement.

3. The parties hereby grant reciprocal liens and security interests as follows:

- A. Each party grants to the other parties hereto a lien upon any interest it now owns or hereafter acquires in Oil and Gas Leases and Oil and Gas Interests in the Contract Area, and a security interest and/or purchase money security interest in any interest it now owns or hereafter acquires in the personal property and fixtures on or used or obtained for use in connection therewith, to secure performance of all of its obligations under this agreement and the Operating Agreement including but not limited to payment of expense, interest and fees, the proper disbursement of all monies paid under this agreement and the Operating Agreement, the assignment or relinquishment of interest in Oil and Gas Leases as required under this agreement and the Operating Agreement, and the proper performance of operations under this agreement and the Operating Agreement. Such lien and security interest granted by each party hereto shall include such party's leasehold interests, working interests, operating rights, and royalty and overriding royalty interests in the Contract Area now owned or hereafter acquired and in lands pooled or unitized therewith or otherwise becoming subject to this agreement and the Operating Agreement, the Oil and Gas when extracted therefrom and equipment situated thereon or used or obtained for use in connection therewith (including, without limitation, all wells, tools, and tubular goods), and accounts (including, without limitation, accounts arising from the sale of production at the wellhead), contract rights, inventory and general intangibles relating thereto or arising therefrom, and all proceeds and products of the foregoing.

AAPL - FORM 610RS - 1989

- B. Each party represents and warrants to the other parties hereto that the lien and security interest granted by such party to the other parties shall be a first and prior lien, and each party hereby agrees to maintain the priority of said lien and security interest against all persons acquiring an interest in Oil and Gas Leases and Interests covered by this agreement and the Operating Agreement by, through or under such party. All parties acquiring an interest in Oil and Gas Leases and Oil and Gas Interests covered by this agreement and the Operating Agreement, whether by assignment, merger, mortgage, operation of law, or otherwise, shall be deemed to have taken subject to the lien and security interest granted by the Operating Agreement and this instrument as to all obligations attributable to such interest under this agreement and the Operating Agreement whether or not such obligations arise before or after such interest is acquired.
- C. To the extent that the parties have a security interest under the Uniform Commercial Code of the state in which the Contract Area is situated, they shall be entitled to exercise the rights and remedies of a secured party under the Code. The bringing of a suit and the obtaining of judgment by a party for the secured indebtedness shall not be deemed an election of remedies or otherwise affect the lien rights or security interest as security for the payment thereof. In addition, upon default by any party in the payment of its share of expenses, interest or fees, or upon the improper use of funds by the Operator, the other parties shall have the right, without prejudice to other rights or remedies, to collect from the purchaser the proceeds from the sale of such defaulting party's share of Oil and Gas until the amount owed by such party, plus interest, has been received, and shall have the right to offset the amount owed against the proceeds from the sale of such defaulting party's share of Oil and Gas. All purchasers of production may rely on a notification of default from the non-defaulting party or parties stating the amount due as a result of the default, and all parties waive any recourse available against purchasers for releasing production proceeds as provided in this paragraph.
- D. If any party fails to pay its share of expenses within one hundred-twenty (120) days after rendition of a statement therefor by Operator the non-defaulting parties, including Operator, shall, upon request by Operator, pay the unpaid amount in the proportion that the interest of each such party bears to the interest of all such parties. The amount paid by each party so paying its share of the unpaid amount shall be secured by the liens and security rights described in this paragraph 3 and in the Operating Agreement, and each paying party may independently pursue any remedy available under the Operating Agreement or otherwise.
- E. If any party does not perform all of its obligations under this agreement or the Operating Agreement, and the failure to perform subjects such party to foreclosure or execution proceedings pursuant to the provisions of this agreement or the Operating Agreement, to the extent allowed by governing law, the defaulting party waives any available right of redemption from and after the date of judgment, any required valuation or appraisement of the mortgaged or secured property prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed. In addition, to the extent permitted by applicable law, each party hereby grants to the other parties a power of sale as to any property that is subject to the lien and security rights granted hereunder or under the Operating Agreement, such power to be exercised in the manner provided by applicable law or otherwise in a commercially reasonable manner and upon reasonable notice.
- F. The lien and security interest granted in this paragraph 3 supplements identical rights granted under the Operating Agreement.
- G. To the extent permitted by applicable law, Non-Operators agree that Operator may invoke or utilize the mechanics' or materialmen's lien law of the state in which the Contract Area is situated in order to secure the payment to Operator of any sum due under this agreement and the Operating Agreement for services performed or materials supplied by Operator.
- H. The above described security will be financed at the wellhead of the well or wells located on the Contract Area and this Recording Supplement may be filed in the land records in the County or Parish in which the Contract Area is located, and as a financing statement in all recording offices required under the Uniform Commercial Code or other applicable state statutes to perfect the above-described security interest, and any party hereto may file a continuation statement as necessary under the Uniform Commercial Code or other state laws.
- 4. This agreement shall be effective as of the date of the Operating Agreement as above recited. Upon termination of this agreement and the Operating Agreement and the satisfaction of all obligations thereunder, Operator is authorized to file of record in all necessary recording offices a notice of termination, and each party hereto agrees to execute such a notice of termination as to Operator's interest, upon the request of Operator, if Operator has complied with all of its financial obligations.
- 5. This agreement and the Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. No sale, encumbrance, transfer or other disposition shall be made by any party of any interest in the Leases or Interests subject hereto except as expressly permitted under the Operating Agreement and, if permitted, shall be made expressly subject to this agreement and the Operating Agreement and without prejudice to the rights of the other parties. If the transfer is permitted, the assignee of an ownership interest in any Oil and Gas Lease shall be deemed a party to this agreement and the Operating Agreement as to the interest assigned from and after the effective date of the transfer of ownership; provided, however, that the other parties shall not be required to recognize any such sale, encumbrance, transfer or other disposition for any purpose hereunder until thirty (30) days after they have received a copy of the instrument of transfer or other satisfactory evidence thereof in writing from the transferor or transferee. No assignment or other disposition of interest by a party shall relieve such party of obligations previously incurred by such party under this agreement or the Operating Agreement with respect to the interest transferred, including without limitation the obligation of a party to pay all costs attributable to an operation conducted under this agreement and the Operating Agreement in which such party has agreed to participate prior to making such assignment, and the lien and security interest granted by Article VII.B. of the Operating Agreement and hereby shall continue to burden the interest transferred to secure payment of any such obligations.
- 6. In the event of a conflict between the terms and provisions of this agreement and the terms and provisions of the Operating Agreement, then, as between the parties, the terms and provisions of the Operating Agreement shall control.
- 7. This agreement shall be binding upon each Non-Operator when this agreement or a counterpart thereof has been executed by such Non-Operator and Operator notwithstanding that this agreement is not then or thereafter executed by all of the parties to which it is tendered or which are listed on Exhibit "A" as owning an interest in the Contract Area or which own, in fact, an interest in the Contract Area. In the event that any provision herein is illegal or unenforceable, the remaining provisions shall not be affected, and shall be enforced as if the illegal or unenforceable provision did not appear herein
- 8. Other provisions.
None.

AAPL - FORM 610RS - 1989

Courtney Childress, who has prepared and circulated this form for execution, represents and warrants that the form was printed from and, with the exception(s) listed below, is identical to the AAPL Form 610RS-1989 Model Form Recording Supplement to Operating Agreement and Financing Statement, as published in computerized form by Forms On-A-Disk, Inc. No changes, alterations, or modifications, other than those made by strikethrough and/or insertion and that are clearly recognizable as changes in Articles NONE, have been made to the form.

IN WITNESS WHEREOF, this agreement shall be effective as of the 18th day of February, 2010

OPERATOR

ATTEST OR WITNESS

Chesapeake Exploration, L. Inc.

By: Henry J. Hood

Title: Sr. Vice President – Land and Legal & General Counsel

Date:

Address: P.O. Box 18496, Oklahoma City, OK 73118

02/27/10

NON-OPERATORS

ATTEST OR WITNESS

Total E&P USA, Inc.

By: Eric Bonnin

Title: Vice President, Business Development & Strategy

Date:

Address: 1201 Louisiana, Houston, TX 77002

AAPL - FORM 610RS - 1989

ACKNOWLEDGMENTS

NOTE:

The following forms of acknowledgment are the short forms approved by the Uniform Law on Notarial Acts. The validity and effect of these forms in any state will depend upon the statutes of that state.

Acknowledgment in Representative Capacity

State of OKLAHOMA §

§ ss.

County of OKLAHOMA §

This instrument was acknowledged before me on February 18, 2010, by Henry J. Hood as
Sr. Vice President - Land and Legal & General Counsel of Chesapeake Exploration, L.L.C.

(Seal, if any)



Courtney Childress
Name: Courtney Childress
My commission expires: 7-8-12

Acknowledgment in Representative Capacity

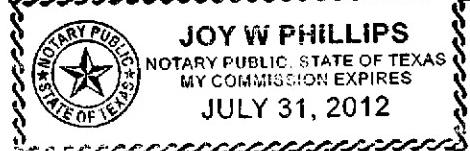
State of TEXAS §

§ ss.

County of HARRIS §

This instrument was acknowledged before me on March 1, 2010, by Eric Bonnin as
Vice President, Business Development & Strategy of Total E&P USA, Inc.

(Seal, if any)



Joy W Phillips
Name: _____
My commission expires: _____

EXHIBIT "A"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED FEBRUARY 18, 2010, BY AND BETWEEN CHESAPEAKE EXPLORATION L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

1. Contract Area: The Contract Area is the Unit shown on Exhibit "A-1" attached hereto.
The Leases subject to this Operating Agreement are listed on Exhibit "A-2" attached hereto.
2. Restrictions as to depths and formations: None.
3. Interests of Parties:

<u>Owner</u>	<u>Working Interest</u>
Chesapeake Exploration, L.L.C. P. O. Box 18496 Oklahoma City, Oklahoma 73154-0496 Attention: Henry J. Hood	70.528700%
Total E&P USA, Inc. 1201 Louisiana, Suite 1800 Houston, TX 77002 Attention: Eric Bonnin	23.509567%
TOTAL	94.038267%

EXHIBIT "A-1"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED FEBRUARY 18, 2010, BY AND BETWEEN CHESAPEAKE EXPLORATION, L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

The below metes and bounds description of the Contract Area shall be subject to revision to conform with the Declaration of Pooled Unit and any amendment thereto.

Being 317.731 acres of land more or less located in the Scorro Farming Co. Survey, Abstract No. 1843, J. O'Daniels Survey, Abstract No. 1186, J. Balch Survey, Abstract No. 83, M.E.P. & P. RR Co. Survey, Abstract No. 1125, M.E.P. & P. RR Co. Survey, Abstract No. 1140, Tarrant County, Texas. Said 317.73 acres of land being more particularly described as follows:

Commencing at a point located in the Northwest corner of the Scorro Farming Co. Survey, Abstract No. 1843;

Thence South 35 degrees 18 minutes 30 seconds East 84.04 feet to a point being the POINT OF BEGINNING;

Thence South 89 degrees 27 minutes 41 seconds East 1360.25 feet to a 60 D Nail;

Thence South 89 degrees 26 minutes 38 seconds East 812.95 feet to a 1" iron pipe;

Thence South 00 degrees 07 minutes 23 seconds West 1993.77 feet to an iron rod;

Thence South 00 degrees 07 minutes 45 seconds West 2109.70 feet to an iron rod;

Thence South 00 degrees 32 minutes 12 seconds West 110.79 feet to a ½" iron rod;

Thence North 89 degrees 47 minutes 19 seconds East 559.50 feet to a ½" iron rod;

Thence North 89 degrees 56 minutes 32 seconds East 181.23 feet to a point;

Thence South 31 degrees 08 minutes 41 seconds East 243.47 feet to a point being the beginning of a curve to the right with a radius of 716.51 feet and a chord bearing and distance of South 15 degrees 37 minutes 51 seconds East 385.27 feet to a point;

Thence South 00 degrees 02 minutes 05 seconds East 100.00 feet to a point being the beginning of a curve to the right with a radius of 1002.41 feet and a chord bearing and distance of South 13 degrees 58 minutes 10 seconds West 485.14 feet to a point;

Thence South 27 degrees 58 minutes 23 seconds West 570.27 feet to a point being the beginning of a curve to the left with a radius of 922.64 feet and a chord bearing and distance of South 23 degrees 15 minutes 55 seconds West 151.45 feet to a point;

Thence North 71 degrees 14 minutes 07 seconds West 77.43 feet to a point;

Thence North 89 degrees 53 minutes 43 seconds West 125.00 feet to a 5/8" iron rod;

Thence North 70 degrees 29 minutes 30 seconds West 1725.37 feet to an iron rod;

Thence South 89 degrees 26 minutes 44 seconds West 45.00 feet to a point;

Thence North 00 degrees 33 minutes 17 seconds West 69.96 feet to a point;

Thence South 89 degrees 26 minutes 44 seconds West 25.80 feet to a point being the beginning of a curve to the right with a radius of 116.78 and a chord bearing and distance of North 67 degrees 30 minutes 33 seconds West 113.57 feet to a point;

Thence North 37 degrees 07 minutes 56 seconds West 205.00 feet to a point;

Thence South 52 degrees 52 minutes 17 seconds West 145.02 feet to a point;

Thence North 37 degrees 07 minutes 43 seconds West 653.07 feet to a point being the beginning of a curve to the left with a radius of 600.00 feet and a chord bearing and distance of North 47 degrees 37 minutes 17 seconds West 264.28 feet to a point;

Thence North 59 degrees 16 minutes 40 seconds West 969.29 feet to a point being the beginning of a curve to the right with a radius of 147.88 feet and a chord bearing and distance of North 49 degrees 12 minutes 43 seconds West 51.69 feet to a point;

Thence North 00 degrees 17 minutes 30 seconds East 254.36 feet to a point;

Thence North 89 degrees 59 minutes 59 seconds East 916.83 feet to a point;

Thence North 00 degrees 16 minutes 02 seconds East 80.81 feet to a point;

Thence North 74 degrees 19 minutes 10 seconds East 107.21 feet to a point;

Thence North 14 degrees 21 minutes 23 seconds West 44.13 feet to a 5/8" iron rod being beginning of a curve to the right with a radius of 955.00 feet and a chord bearing and distance of North 06 degrees 15 minutes 36 seconds West 225.24 feet to an iron rod;

Thence North 00 degrees 29 minutes 27 seconds East 1056.64 feet to an iron rod;

Thence North 00 degrees 21 minutes 14 seconds East 309.35 feet to an iron rod;

Thence North 00 degrees 26 minutes 08 seconds East 487.54 feet to a point;

Thence North 45 degrees 27 minutes 44 seconds East 28.28 feet to a point;

Thence South 89 degrees 32 minutes 17 seconds East 20.00 feet to a point;

Thence North 00 degrees 27 minutes 44 seconds East 100.00 feet to a point;

Thence North 89 degrees 32 minutes 17 seconds West 20.00 feet to a point;

Thence North 44 degrees 32 minutes 17 seconds West 28.28 feet to a point;

Thence North 00 degrees 27 minutes 44 seconds East 917.47 feet to a point;

Thence North 00 degrees 27 minutes 19 seconds East 466.25 feet to the POINT OF BEGINNING, containing 317.731 acres of land more or less.

The bearing recited hereon are oriented to NAD 27 Texas North Central Zone.

Less and Except the following tracts from the Colby Unit Plat with a last revision date of June 5, 2009: Tracts 6-3,6-5,6-6,6-17,6-18,6-24,6-29,6-31,6-32,6-44,6-50,6-51,6-55,6-67,6-68,6-72,6-73,6-75,6-82,6-100,6-125,9,7, and 12, containing 11.142 Acres.

END OF EXHIBIT "A-1"

EXHIBIT "A-2"

TO THAT CERTAIN MEMORANDUM OF JOINT OPERATING AGREEMENT DATED FEBRUARY 18, 2010, BY AND BETWEEN CHESAPEAKE EXPLORATION, L.L.C., AS OPERATOR, AND TOTAL E&P USA, INC., AS NON-OPERATOR

The following leases are included in the Contract Area insofar and only insofar as each oil and gas lease covers land within the Unit described on Exhibit A-1.

LEASE NUMBER:	TX0034481-000
LESSOR:	Howard and Joan Shelton, et al.
LESSEE:	Four Sevens Resources Co., Ltd.
LEASE DATE:	05/03/2007
RECORDING:	D207186567
DESCRIPTION:	37.32 acres, more or less, as described in said lease, insofar and only insofar as said oil and gas lease covers lands within the Unit.
LEASE NUMBER:	TX0034298-000
LESSOR:	Marion and Charlene Harper, Sr. et al.
LESSEE:	Four Sevens Resources Co., Ltd.
LEASE DATE:	05/03/2007
RECORDING:	D207177433
DESCRIPTION:	37.32 acres, more or less, as described in said lease, insofar and only insofar as said oil and gas lease covers lands within the Unit.
LEASE NUMBER:	TX0034393-000
LESSOR:	Barbara Wright, et al.
LESSEE:	Four Sevens Resources Co., Ltd.
LEASE DATE:	05/03/2007
RECORDING:	D207183380
DESCRIPTION:	37.32 acres, more or less, as described in said lease, insofar and only insofar as said oil and gas lease covers lands within the Unit.
LEASE NUMBER:	TX0035502-000
LESSOR:	Rick and Ruth Cobb, et al.
LESSEE:	Four Sevens Resources Co., Ltd.
LEASE DATE:	05/03/2007
RECORDING:	D207213486
DESCRIPTION:	37.32 acres, more or less, as described in said lease, insofar and only insofar as said oil and gas lease covers lands within the Unit.
LEASE NUMBER:	TX0035658-000
LESSOR:	Lauro Flores, et al.
LESSEE:	Four Sevens Resources Co., Ltd.
LEASE DATE:	05/03/2007
RECORDING:	D207217554
DESCRIPTION:	1.05 acres, more or less, as described in said lease, insofar and only insofar as said oil and gas lease covers lands within the Unit.
LEASE NUMBER:	TX0035713-000
LESSOR:	Connie P. and John Vandervort, et al.
LESSEE:	Four Sevens Resources Co., Ltd.
LEASE DATE:	05/03/2007
RECORDING:	D207222364
DESCRIPTION:	37.32 acres, more or less, as described in said lease, insofar and only insofar as said oil and gas lease covers lands within the Unit.
LEASE NUMBER:	TX0034861-000
LESSOR:	Dung & Thuy Duong, et al.
LESSEE:	Four Sevens Resources Co., Ltd.
LEASE DATE:	05/03/2007
RECORDING:	D207198611
DESCRIPTION:	37.32 acres, more or less, as described in said lease, insofar and only insofar as said oil and gas lease covers lands within the Unit.
LEASE NUMBER:	TX0035143-000
LESSOR:	Carol Brant, et al.
LESSEE:	Four Sevens Resources Co., Ltd.
LEASE DATE:	05/03/2007
RECORDING:	D207204023
DESCRIPTION:	37.32 acres, more or less, as described in said lease, insofar and only insofar as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0035321-000
 LESSOR: Patricia Mason, et al.
 LESSEE: Four Sevens Resources Co., Ltd.
 LEASE DATE: 05/03/2007
 RECORDING: D207208682
 DESCRIPTION: 37.32 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0035598-000
 LESSOR: Kristi Calzada, et al.
 LESSEE: Four Sevens Resources Co., Ltd.
 LEASE DATE: 05/03/2007
 RECORDING: D207215779
 DESCRIPTION: 37.32 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0503249-000
 LESSOR: Phuc Vinh Truong and Thi Dung Pham
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/28/2007
 RECORDING: D207401912
 DESCRIPTION: 0.12 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0506495-000
 LESSOR: Douglas W. and Elizabeth A. Ullman
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 01/17/2008
 RECORDING: D208100761
 DESCRIPTION: 0.16 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0506490-000
 LESSOR: Scott M. and Bridget Tipler
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 01/04/2008
 RECORDING: D208089328
 DESCRIPTION: 0.17 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0506596-000
 LESSOR: Johnny and Rosa Johnson
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 03/11/2008
 RECORDING: D208119315
 DESCRIPTION: 0.15 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0506693-000
 LESSOR: Robert L. and Bertha T. Mitchell
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 02/19/2008
 RECORDING: D208126993
 DESCRIPTION: 0.215 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0506738-000
 LESSOR: Tam N. Tran and Ngoc Thi M. Nquyen
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 03/25/2008
 RECORDING: D208145074
 DESCRIPTION: 0.12 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0506842-000
 LESSOR: Gustavo M. and Martha Cortes
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 04/07/2008
 RECORDING: D208166744
 DESCRIPTION: 0.138 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0505817-000
 LESSOR: Nikki Taylor
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 11/27/2007
 RECORDING: D208048330
 DESCRIPTION: 0.15 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0506022-000
 LESSOR: Vera E. Marshall
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 12/11/2007
 RECORDING: D207065840
 DESCRIPTION: 0.16 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0508019-000
 LESSOR: Charles Henry and Melissa Ann Farmer
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 03/28/2008
 RECORDING: D208150981
 DESCRIPTION: 0.17 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0507225-000
 LESSOR: Elizabeth Diane McFarlin
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 01/08/2008
 RECORDING: D208075137
 DESCRIPTION: 0.16 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0507302-000
 LESSOR: Ismael, Jr., and Rebecca G. Rodriguez
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 12/11/2007
 RECORDING: D208074812
 DESCRIPTION: 0.13 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0507159-000
 LESSOR: Maria De Jesus Goodell
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 01/08/2008
 RECORDING: D208085680
 DESCRIPTION: 0.15 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0507386-000
 LESSOR: William Jr., and Phyllis Blade
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 02/19/2008
 RECORDING: D208113125
 DESCRIPTION: 0.23 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0507819-000
 LESSOR: Enobong Johnson
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 03/19/2008
 RECORDING: D208136651
 DESCRIPTION: 0.13 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0508334-000
 LESSOR: Mariano and Albety Sanchez
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 04/29/2008
 RECORDING: D208211607
 DESCRIPTION: 0.13 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0509086-001
 LESSOR: Hung Vu Nguyen
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 05/02/2008
 RECORDING: D208211580
 DESCRIPTION: 0.12 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit

LEASE NUMBER: TX0509623-000
 LESSOR: Gilbert and Leticia M. Flores
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 06/25/2008
 RECORDING: D208302143
 DESCRIPTION: 0.149 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0509779-000
 LESSOR: Timothy B. and Judith Anne Williams
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 06/18/2008
 RECORDING: D208267893
 DESCRIPTION: 0.159 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2207357-000
 LESSOR: Arlington Commerce Center, LP
 LESSEE: Chesapeake Exploration, LP
 LEASE DATE: 03/19/2007
 RECORDING: D207154878
 DESCRIPTION: 92.353 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX2209006-001
 LESSOR: Arlington ISD
 LESSEE: Chesapeake Exploration, LP
 LEASE DATE: 02/01/2007
 RECORDING: D207183125
 DESCRIPTION: 75.78 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7150631-002
 LESSOR: E. G. Senter, Jr. Trust 2-A
 LESSEE: Chesapeake Exploration, LP
 LEASE DATE: 06/27/2007
 RECORDING: D207302066
 DESCRIPTION: 6.35 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7150631-001
 LESSOR: E. G. Senter, Jr. Trust 3-A
 LESSEE: Chesapeake Exploration, LP
 LEASE DATE: 06/27/2007
 RECORDING: D207302058
 DESCRIPTION: 6.35 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7150631-003
 LESSOR: E G. Senter, Jr. Trust # 2-B
 LESSEE: Chesapeake Exploration, LP
 LEASE DATE: 06/27/2007
 RECORDING: D207302071
 DESCRIPTION: 6.35 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7150631-004
 LESSOR: E. G. Senter, Jr. Trust # 3-B
 LESSEE: Chesapeake Exploration, LP
 LEASE DATE: 06/27/2007
 RECORDING: D207302059
 DESCRIPTION: 6.35 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7150757-001
 LESSOR: City of Arlington
 LESSEE: Chesapeake Exploration, LLC
 LEASE DATE: 08/20/2007
 RECORDING: D207324648
 DESCRIPTION: 730.8097 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7151852-000
 LESSOR: Edson A. and Margaret O. Fagbemi
 LESSEE: Chesapeake Exploration, LLC
 LEASE DATE: 08/08/2007
 RECORDING: D207433206
 DESCRIPTION: 1.0 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7151857-000
 LESSOR: Redeemed Christian Church
 LESSEE: Chesapeake Exploration, LLC
 LEASE DATE: 08/10/2007
 RECORDING: D207433219
 DESCRIPTION: 2.155 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7151841-000
 LESSOR: Redeemed Christian Church
 LESSEE: Chesapeake Exploration, LLC
 LEASE DATE: 08/10/2007
 RECORDING: D207433218
 DESCRIPTION: 1.1029 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0501039-000
 LESSOR: Ryan and Tiffany Memolo
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 08/08/2007
 RECORDING: D207341746
 DESCRIPTION: 0.14 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0512478-000
 LESSOR: Angela Scheideman and Jason Gallaher
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 12/09/2008
 RECORDING: D209015036
 DESCRIPTION: 0.18 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0501936-000
 LESSOR: Cong Phan and Huong Nguyen
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/30/2007
 RECORDING: D207326973
 DESCRIPTION: 0.12 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500958-000
 LESSOR: Hung Van Bach and Kristy Trung
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/27/2007
 RECORDING: D207326952
 DESCRIPTION: 0.12 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500866-000
 LESSOR: Thinh D. and Phuong Chi Nguyen
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/31/2007
 RECORDING: D207329607
 DESCRIPTION: 0.12 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500498-000
 LESSOR: Sean and Jo Lerch
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/11/2007
 RECORDING: D207251207
 DESCRIPTION: 0.12 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0501044-000
 LESSOR: John Bui and Uyen Li Nguyen
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 08/08/2007
 RECORDING: D207341752
 DESCRIPTION: 0.12 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0501826-000
 LESSOR: Van T. Do
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/24/2007
 RECORDING: D207324899
 DESCRIPTION: 0.12 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500497-000
 LESSOR: Ken and May Kellenberger
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/10/2007
 RECORDING: D207251204
 DESCRIPTION: 0.23 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500490-000
 LESSOR: Ovidio and Claudia Fernandez
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/10/2007
 RECORDING: D207251203
 DESCRIPTION: 0.14 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0501237-000
 LESSOR: Glen and Nelda Green
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/24/2007
 RECORDING: D207317697
 DESCRIPTION: 0.13 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0501506-000
 LESSOR: Nghia Van and Linda Nguyen
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/26/2007
 RECORDING: D207324868
 DESCRIPTION: 0.13 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500467-000
 LESSOR: Khalid Matrood
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/10/2007
 RECORDING: D207251208
 DESCRIPTION: 0.13 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0501119-000
 LESSOR: George Asare
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/26/2007
 RECORDING: D207326722
 DESCRIPTION: 0.14 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500870-000
 LESSOR: Tuan Nguyen and Susan Katy Lein
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 08/14/2007
 RECORDING: D207348163
 DESCRIPTION: 0.13 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0502374-000
 LESSOR: Timothy and Jennifer Brown
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 08/05/2007
 RECORDING: D207336981
 DESCRIPTION: 0.20 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0502629-000
 LESSOR: Melissa Ann Pearson
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 09/12/2007
 RECORDING: D207381493
 DESCRIPTION: 0.16 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500910-000
 LESSOR: N.L. and Ruby Edwards
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 08/13/2007
 RECORDING: D207341746
 DESCRIPTION: 0.16 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500488-000
 LESSOR: Debra Bimper
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 07/12/2007
 RECORDING: D207251202
 DESCRIPTION: 0.32 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0502133-000
 LESSOR: Wilbur and Teresa Nelson
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 08/07/2007
 RECORDING: D207338799
 DESCRIPTION: 0.14 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0503000-000
 LESSOR: Paul and Angela Sng
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 08/30/2007
 RECORDING: D207390185
 DESCRIPTION: 0.14 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0500003-000
 LESSOR: Michael Magallanes, et al.
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 06/28/2007
 RECORDING: D207251187
 DESCRIPTION: 37.32 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0035294-000
 LESSOR: Gonzalez Properties, No. 2, LTD.
 LESSEE: Four Sevens Energy Co., LLC
 LEASE DATE: 06/13/2007
 RECORDING: D207208411
 DESCRIPTION: 71.953 acres, more or less, as described in said lease, **insofar and only insofar as** said oil and gas lease covers lands within the Unit.

SOURCE: TX6993015-000
 LESSOR: Freddie and wife Magdalena Valdez
 LESSEE: XTO Energy Inc.
 LEASE DATE: 08/15/2008
 RECORDING: D208392060
 DESCRIPTION: 0.176 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993016-000
 LESSOR: Mai Tran Danver
 LESSEE: XTO Energy Inc.
 LEASE DATE: 08/22/2008
 RECORDING: D208409146
 DESCRIPTION: 0.163 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993017-000
 LESSOR: Lisa Nweke
 LESSEE: XTO Energy Inc.
 LEASE DATE: 08/14/2008
 RECORDING: D208381223
 DESCRIPTION: 0.178 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993019-000
 LESSOR: Debra A. and Jack Payton
 LESSEE: XTO Energy Inc.
 LEASE DATE: 08/15/2008
 RECORDING: D208402999
 DESCRIPTION: 0.252 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993018-000
 LESSOR: Jeanine L. Foreman
 LESSEE: XTO Energy Inc.
 LEASE DATE: 09/22/2008
 RECORDING: D208408350
 DESCRIPTION: 0.217 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993020-000
 LESSOR: Curtis and Rhonda Hailey
 LESSEE: XTO Energy Inc.
 LEASE DATE: 08/14/2008
 RECORDING: D208384277
 DESCRIPTION: 0.249 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993021-000
 LESSOR: Randy D. Ellis
 LESSEE: XTO Energy Inc.
 LEASE DATE: 08/14/2008
 RECORDING: D208370530
 DESCRIPTION: 0.163 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993022-000
 LESSOR: Gary and Debbie Henley
 LESSEE: XTO Energy Inc.
 LEASE DATE: 08/14/2008
 RECORDING: D208402342
 DESCRIPTION: 0.171 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993073-002
 LESSOR: Sergio and Mirtala Olavarrieta
 LESSEE: XTO Energy Inc.
 LEASE DATE: 08/27/2008
 RECORDING: D208409634
 DESCRIPTION: 0.269 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993073-001
 LESSOR: Mirtala Martinez
 LESSEE: XTO Energy Inc.
 LEASE DATE: 09/11/2008
 RECORDING: D208409636
 DESCRIPTION: 0.269 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993023-000
 LESSOR: Jason and Lisa Franks
 LESSEE: XTO Energy Inc.
 LEASE DATE: 09/11/2008
 RECORDING: D208380226
 DESCRIPTION: 0.168 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX6993024-000
 LESSOR: Melissa and Fletcher Eisenmenger
 LESSEE: XTO Energy Inc.
 LEASE DATE: 08/27/2008
 RECORDING: D208391371
 DESCRIPTION: 0.172 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

SOURCE: TX7157244-001
 LESSOR: BREOF BNK2 Arlington, LP
 LESSEE: Chesapeake Exploration, LLC
 LEASE DATE: 05/28/2008
 RECORDING: D208373146
 DESCRIPTION: 26.445 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0512731-000
 LESSOR: Charles M. Leake
 LESSEE: Four Sevens Energy Co, LLC
 LEASE DATE: 03/04/2009
 RECORDING: D209091569
 DESCRIPTION: 0.620 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0512661-000
 LESSOR: Nathan Trim
 LESSEE: Four Sevens Energy Co, LLC
 LEASE DATE: 02/11/2009
 RECORDING: D209074334
 DESCRIPTION: 0.142 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX0511953-000
 LESSOR: Yen Vo, as Agent and Attorney-in-fact for Hung Lu
 LESSEE: Four Sevens Energy Co, LLC
 LEASE DATE: 10/09/2008
 RECORDING: D208438399
 DESCRIPTION: 7.061 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

LEASE NUMBER: TX7150757-001
 LESSOR: City of Arlington
 LESSEE: Chesapeake Exploration, LLC
 LEASE DATE: 08/20/2007
 RECORDING: D208458001 (Amendment of OGL)
 DESCRIPTION: 2.043 acres, more or less, as described in said lease, **insofar and only insofar** as said oil and gas lease covers lands within the Unit.

END OF EXHIBIT "A-2"

Record & Return
 Chesapeake Operating, Inc.
 P.O. Box 1544
 Oklahoma City, OK 73101-0544